

APPENDIX E

SECTION ONE COMMUNITY FACILITIES AGREEMENT to install

WATER AND SEWER SERVICES for SAMPLE ADDITION, PHASE 1

- A. The City agrees to permit the Developer to let a contract for, in accordance with its accepted practices, ordinances, regulations, and the provisions of the City Charter, and subject to the requirements of the City's Charter, and subject to the requirements of the City's Policies and Regulations for Installation of Community Facilities, all as current at the time of installation:

WATER FACILITIES serve the lots as shown on the attached Exhibit A, and **SANITARY SEWER FACILITIES** to serve the lots as shown on the attached Exhibit A-1 all in accordance with plans and specifications to be prepared by private engineers employed by the Developer and approved by the Water Department.

- B. The City agrees to allow the Developer to install, at his expense, at the time all other water mains in this addition are installed, a service line for each lot as shown on the attached Exhibit A. The estimated cost of these service lines is \$ _____. The City agrees to record the location of each said service line in respect to the corner of the lot served, and to retain said records in its possession.
- C. The construction cost of the water facilities herein concerned, exclusive of service lines and engineering, is estimated to be XXXXXXDollars (\$ _____) .
- D. The City agrees to allow the Developer to install, at his expense, at the time all other sanitary sewer mains in this addition are installed, a service line for each lot as shown on the attached Exhibit A-1. The estimated cost of these service lines is \$ _____. The City agrees to record the location of each said service line in respect to the corner of the lot served, and to retain said records in its possession.
- E. The construction cost of the sanitary sewer facilities to be installed hereunder, exclusive of service lines and engineering, is estimated to be XXXXXXDollars (\$ _____).

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- F. Prior to allowance of the construction contract by Developer, the Developer agrees to provide acceptable financial guarantee to the city for 100 percent of the construction of the construction costs along with payment of any Ordinance costs and fees that are applicable. Prior to the award of the construction contract by the City or the commencing of any work by the City or its contractors, the Developer agrees to pay to the City:
- (1) (a) One Hundred percent (100%) of the Developer's cost of all water and sanitary sewer facilities within the development, exclusive of engineering and service costs, sized to provide water and sanitary sewer service within the development.
- (b) One hundred percent (100%) of the Developer's cost of all approach water and sanitary sewer facilities outside the limits of the development sized to provide water and sanitary sewer service to the development.

- (c) One hundred percent (100%) of the Developer's cost of any approach water main facility or water facility within the development that is 8-inches in size for non-industrial development and 12-inches in size for industrial development.
 - (d) One hundred percent (100%) of the Developer's cost of any approach sanitary sewer main facility or sanitary sewer facility within the development that is 8-inches in size.
 - (2) An additional ten percent (10%) of the total of the Developer's cost of these water and sanitary sewer facilities, exclusive of cost of service lines, is required for design engineering if such engineering is performed by the City at the Developer's request.
 - (3) One hundred percent (100%) of the Developer's cost of all service lines, estimated under B and D above, in accordance with the provisions of the current Fort Worth City Code.
 - (4) A construction Inspection Fee equal to two (2%) of the Developer's actual cost share of the construction cost (including all services) of the water and/or sanitary sewer facilities.
- G. The distribution of estimated construction cost between the City and the Developer, as per paragraph F above, for all water and sanitary sewer facilities to be constructed hereunder is estimated as follows:

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(1) WATER FACILITIES :

| | Estimated Developer Cost | Estimated City Cost | Total Cost |
|----------------------------------|--------------------------------|------------------------|---------------|
| (a) Mains, Within Development | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Approach | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| (b) Easements* | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| (c) Services (0-1") | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Sub-Totals, Water | \$ 0.00 | \$ 0.00 | \$ 0.00 |

(2) SANITARY SEWER FACILITIES:

| | | | |
|----------------------------------|---------|---------|---------|
| (a) Mains, Within Development | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Approach | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| (b) Easements * | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| (c) Services (0 -4") | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Sub-Totals, Sewer | \$ 0.00 | \$ 0.00 | \$ 0.00 |

| | | | |
|----------------------------------|---------|---------|---------|
| (3) <u>TOTAL</u> | | | |
| <u>CONSTRUCTION COST:</u> | \$ 0.00 | \$ 0.00 | \$ 0.00 |

| | | | |
|--------------------------------|---------|---------|---------|
| (4) <u>CONSTRUCTION</u> | | | |
| <u>INSPECTION FEE :</u> | \$ 0.00 | \$ 0.00 | \$ 0.00 |

*to be dedicated by the developer.

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- H. The above charges do not include any front foot charges for connection to existing or proposed water and/or sanitary sewer mains constructed or to be constructed under the provisions of the "APPROACH MAIN OPTION" as described in Section III of the Policy for the "INSTALLATION OF COMMUNITY FACILITIES" adopted in September, 1992. These additional charges are as follows:
1. Applicable to this Contract in the amount of \$ N/A.
- by Contract No. N/A dated N/A
- Applicable CFA Name N/A.
- Date: N/A Number N/A.
- I. When water facilities are installed by contract, installation of water services will be included as part of the contract. Installation of meter boxes on those services may be done by the City, after completion of construction of all relative curb and gutter work on the water facilities project site, at a cost of \$70/\$135 per contract-installed charge to be due and payable prior to issuance of a Work Order on the water facilities installation contract. The above charges do not apply if the Developer elects to include meter box installation as part of the contract. However, meter boxes must conform City standards.
- J. Within a reasonable time after completion of the above referenced facilities to be constructed by contract awarded by the Developer, provided all conditions for City participation have been met, the City agrees to pay the Developer the "Estimated City Cost" set out in G above; provided, however, that said payment shall be calculated using the actual construction costs and actual service costs under the provisions of the current Fort Worth City Code, (said payment to be calculated as in G above), based on actual quantities as reflected in the final estimate paid to the Contractor by the Developer and on the actual records of cost kept by the City as a part of its customary procedures. In the event the difference in the deposit and the actual costs exceeds \$25, Developer agrees to pay to the City any underpayment which said adjustment might indicate as being due, and the City agrees to pay to Developer any overpayment.
- K. Work hereunder shall be completed within two (2) years from date hereof, and it is understood that any obligation on the part of the City to make any refunds with respect to water and/or sanitary sewer facilities shall cease upon the expiration of two (2) years from date hereof, except for refunds due from "front foot charges" on water and sanitary sewer mains, which refunds may continue to be made for a period of ten (10) years commencing on the date that approach mains are accepted by the Director. If less than 70% of the eligible collections due to the developer has been collected, the Developer may request in writing an extension of up to an additional 10 years for collection of front foot charges. In the event water and/or sanitary sewer facilities work is not completed within the (2) year period, City may, at its election, complete such work at Developer's expense.

- L. It is further agreed and understood that any additional payment required of Developer is to cover only such additional work and/or materials as may be made necessary by conditions encountered during construction, and shall not include any change in scope of the project.

RECOMMENDED:

Dale A. Fisseler, P. E.
Director
Water Department

Date